

Attachment C

 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Cooperative Agreement</p>	<p>U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>Cooperative Agreement</p>	GRANT NUMBER (FAIN):	95341301	DATE OF AWARD
		MODIFICATION NUMBER:	0	05/03/2024
		PROGRAM CODE:	5N	
		TYPE OF ACTION	New	MAILING DATE
		05/08/2024		
		PAYMENT METHOD:	ACH#	
		ASAP	33743	
RECIPIENT TYPE: Not for Profit		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: GREEN & HEALTHY HOMES INITIATIVE INC 2714 Hudson Street Baltimore, MD 21224-4716 EIN: 52-1786577		PAYEE: GREEN & HEALTHY HOMES INITIATIVE INC 2714 Hudson Street Baltimore, MD 21224-4716		
PROJECT MANAGER Ruth Ann Norton Green & Healthy Homes Initiative Inc 2714 Hudson Street Baltimore, MD 21224-4716 Email: ranorton@ghhi.org Phone: 410-534-6477		EPA PROJECT OFFICER Grace Gontarek Four Penn Center, 1600 John F. Kennedy Boulevard, 3EJ20 Philadelphia, PA 19103-2852 Email: Gontarek.Grace@epa.gov Phone: 215-814-2759		EPA GRANT SPECIALIST Vanessa Davies Grants Management Section, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852 Email: Davies.Vanessa@epa.gov Phone: 215-814-2801
PROJECT TITLE AND DESCRIPTION TCGM Initial Award - Green & Healthy Homes Initiative will act as pass-through entity for EPA's EJ Thriving Communities Grantmaking Program, R3 GM See Attachment 1 for project description.				
BUDGET PERIOD 05/01/2024 - 04/30/2027	PROJECT PERIOD 05/01/2024 - 04/30/2027	TOTAL BUDGET PERIOD COST \$ 8,000,000.00	TOTAL PROJECT PERIOD COST \$ 8,000,000.00	
NOTICE OF AWARD				
Based on your Application dated 04/16/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 8,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 8,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) ORGANIZATION / ADDRESS U.S. EPA, Region 3, US EPA Region 3, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS U.S. EPA, Region 3, EJ, Comm.Hlth and Env.Rev.Div (3EJ00) R3 - Region 3 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official for Catharine McManus - Mission Support Division, Director by Lisa White - Award Official Delegate				DATE 05/03/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 8,000,000	\$ 8,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 8,000,000	\$ 8,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.615 - Environmental Justice Thriving Communities Grantmaking Program (EJ TCGM)	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 3,994,606
2. Fringe Benefits	\$ 878,813
3. Travel	\$ 278,955
4. Equipment	\$ 0
5. Supplies	\$ 66,883
6. Contractual	\$ 337,056
7. Construction	\$ 0
8. Other	\$ 1,166,604
9. Total Direct Charges	\$ 6,722,917
10. Indirect Costs: 0.00 % Base SEE Condition 18 of the Administrative General Terms and Conditions	\$ 1,277,083
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 8,000,000
12. Total Approved Assistance Amount	\$ 8,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 8,000,000
15. Total EPA Amount Awarded To Date	\$ 8,000,000

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Green & Healthy Homes Initiative (GHHI). The recipient will serve as the Region 3 Grantmaker for EPA's Thriving Communities Grantmaker program. GHHI plans to use a strong participatory governance framework to build capacity in underserved areas across the Mid-Atlantic region. GHHI's communication plan recognizes the need to reach diverse audiences using wide-ranging delivery methods and partners to leverage best practices in outreach and implementation. Moreover, GHHI will engage communities through a stakeholder Advisory Board, statutory partnerships, and mechanisms for providing direct feedback to adapt frequently to the needs of communities, particularly those from disadvantaged or underserved areas. Collectively, this project will design competitive application in-take and evaluation processes, subaward processes, outreach, and support for communities throughout Region 3.

The activities in the initial award phase include finalizing application materials for all three subrecipient phases, assembling the review team and ensuring representation of diverse communities. In the initial award, the Grantmaker will develop the outreach plan prior to application intake process, partner with Region 3 TCTAC for education and recruitment efforts, conduct webinars, conference calls, and meetings in underserved areas to promote and explain the program. Finally, potential candidates will be identified for \$75K non-competitive subawards in this phase. The anticipated deliverables include utilizing partner networks to distribute RFA announcements, hold webinars, conference calls, and outreach events, conduct office hours to support potential applicants, and engaging expertise of Advisory Board and Technical Assistance Statutory Partners to oversee pre-application process. The expected outcomes include development of a transparent, equitable, engaging application process for the subsequent award subrecipients, with proper guidance from statutory partners and an Advisory Board. The intended beneficiaries include communities in underserved areas across Region 3. Subaward: Children's National Hospital - Will provide technical assistance replicable tools to inform the efforts of grantees under GHHI's proposed EPA Region 3 Thriving Communities program: (i) a registry of nearly all the pediatric patients with asthma in the immediate DC region; and (ii) a healthy housing map which overlays at-risk pediatric asthma morbidity and asthma-related health hazards reported at multi-family housing complexes in DC. Children's National will also leverage its network to conduct outreach and promote EPA's TC Program awareness and support applicant outreach. Subaward amount calculated at \$91.95 per hour, based on best estimate of number of hours to fulfill activities. Total cost of \$109,000 = 54.50% X \$200,000.

Subaward: Howard University - Will support GHHI's Thriving Communities RFA outreach as well as project implementation. Will also provide technical assistance through the Howard University School of Law and Environmental Justice Center, as well as the School of Architecture and Thurgood Marshall Civil Rights Center. Subaward amount calculated at a \$91.95 per hour rate, based on best estimate of number of hours to fulfill activities. Subaward amount calculated at a \$91.95 per hour rate, based on best estimate of number of hours to fulfill activities. Total cost of \$172,500 = \$300,000 X 57.50%.

Subaward: Virginia Poverty Law Center - Will support outreach as well as project implementation. Will also provide technical assistance. Subaward amount calculated at a \$91.95 per hour rate, based on best estimate of number of hours to fulfill activities. Total cost of \$78,000 = \$78,000 X 100%.

Subaward: Delaware State University - Will support outreach as well as project implementation. Will also provide technical assistance. Subaward amount calculated at an \$91.95 per hour rate, based on best estimate of number of hours to fulfill activities Total cost of \$78,000 = \$78,000 X 100%.

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov with a copy to the Grant Specialist of record
- MBE/WBE reports (EPA Form 5700-52A): R3_MBE-WBE_Reports@epa.gov with a copy to the Grant Specialist of record
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grant Specialist and Project Officer of record
- Payment requests (if applicable): rtpfc-grants@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer of record

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from May 1, 2024 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. Pre-Award Administrative Capability

Green & Healthy Homes Initiative Inc's pre-award certification review was initiated, but is not completed. EPA's policy for awarding financial assistance in excess of \$200,000 to non-profit organizations requires an Administrative Capability Assessment review of the recipient's administrative and financial management systems to be completed prior to the recipient drawing down any EPA funds per [EPA Order 5700.8](#). Because EPA has not yet completed the review, Green & Healthy Homes Initiative Inc is precluded from drawing down funds under this assistance agreement until EPA provides written

confirmation of the completion of the assessment with satisfactory results. Please note, any costs incurred prior to EPA approval are at Green & Healthy Homes Initiative Inc's own risk. If Green & Healthy Homes Initiative Inc fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR 200.339.

Programmatic Conditions

Environmental Justice Thriving Communities Grantmaking (TCGM) Program Cooperative Agreement Terms and Conditions

A. Performance Reporting and Final Performance Report

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc.).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as possible about problems, delays, or adverse conditions that will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Performance Reports - Frequency

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every three months). The reporting periods are 5/1/24-7/31/24, 8/1/24-10/31/24, 11/1/24-1/31/25, 2/1/25-4/30/25, 5/1/25-7/31/25, 8/1/25-10/31/25, 11/1/25-1/31/26, 2/1/26-4/30/26, 5/1/26-7/31/26, 8/1/26-10/31/26, 11/1/26-1/31/27, 2/1/27-4/30/27

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

EPA Subaward Policy Appendix C: Model Programmatic Subaward Reporting Requirement

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are: 1. Summaries of results of reviews of financial and programmatic reports. 2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. 3. Environmental results the subrecipient achieved. 4. Summaries of audit findings and related pass-through entity management decisions. 5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and 2 CFR 200.339.

B. EJ Grant Recipient Workshops (Virtual and/or In-Person)

All EJTCGM recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who does not have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized representative to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer and Grant Specialist for EPA approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, the recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJTCGM project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work.* The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be by mutual agreement and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging

with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding. Additionally, the recipient agrees not to submit a claim for compensation to EPA for providing these updates.

E. Cybersecurity

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or

use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

As provided by 2 CFR 200.310 recipients must ensure that subrecipients acquire insurance to protect against loss, damage and theft if a subaward includes cost for equipment. Costs for such insurance are allowable under this agreement.

H. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

I. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Green & Healthy Homes Initiative Inc received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

J. Paperwork Reduction Act

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval. The Project Officer will advise the recipient when information collection may begin.

K. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) Monthly telephone calls and other monitoring,
- 2.) Reviewing project phases and providing approval to continue to the next phase,
- 3.) Reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) Approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) Reviewing and commenting on the programmatic progress reports.
- 6.) Consultation regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Collaboration with EPA on designing and implementing a project management process, which includes quality project oversight for funding subrecipients and a tracking and reporting process that reduces reporting burden on community recipients.
- 8.) Collaboration on the preliminary design of the subaward competition, the submission and evaluation process, and the development of evaluation criteria. However, final decisions on the submission, evaluation process/criteria, and selection of subrecipients will be made by the recipient, rather than by EPA, provided statutory, regulatory, and EPA's Subaward Policy requirements are met.
- 9.) EPA Project Officer must review and approve the subaward agreements with any Collaborating Entities that will assist in the direct development and implementation of the EJ Thriving Communities Subgrants program, including subawards to other nonprofits (non-Community Based Organizations), units of government, institutions of higher education, and/or medical service providers not covered by a statutory partnership to assist the Grantmaker by creating a local subaward competition or outreach to local communities.
- 10.) In addition to the requirements in EPA's General Term and Condition "Disclosing Conflict of Interests," the recipient must submit a Conflict-of-Interest (COI) plan for approval by EPA's Project Officer for preventing, neutralizing, or mitigating conflicts of interest that may arise within the participatory governance framework of the project. The plan should describe controls for ensuring that representatives of community-based nonprofit organizations involved in the design and decision-making for the subawards program do not have relationships with organizations competing for subawards or receiving noncompetitive funding that create actual or apparent conflicts of interest. Example participatory governance activities could include advisory bodies composed of community-based nonprofit organizations that oversee and provide thought partnership on the development of the subaward process.
- 11.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.
- 12.) Review of proposed procurements in accordance with the Procurement Standards in 2 CFR Part 200.

13.) EPA staff participation in monitoring performance and/or providing technical support for subrecipients that require additional technical assistance to meet project and/or workplan deliverables.

14.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

L. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See [EPA Guidance on Participant Support Costs](#).

M. Initial Award Statutory Partnership Agreements -

Note: Letters of Commitment submitted with the application needed to be finalized prior to the submission of the Subsequent Award.

Statutory Partnerships (SP): EPA requires that applicants selected for funding consideration provide copies of the executed final statutory partnership agreement to EPA's Project Officer for submission to the EPA Award Official prior to Subsequent Award.

Partnering community-based organizations who submitted a signed Letter of Commitment during the application phase, as a policy matter, must also at a minimum specify their roles and responsibilities as a statutory partner (direct recipient and subrecipient) in the overall project, and finalize role and financial commitment from the direct recipient before receiving EPA funds. The statutory partnership agreement must be signed by both parties and specify which member of the partnership will enter into the assistance agreement with EPA for the purposes of accountability for the proper expenditure of federal funds, performance of the assistance agreement, liability for claims for recovery of unallowable costs incurred under the agreement and must specify roles in performing the proposed scope of work for the assistance agreement. Executed Statutory Partnership Agreements will be submitted to EPA's Project Officer, the EPA Grants Management Officer or the EPA Award Official will issue written notification that

this condition has been satisfied and that the recipient is authorized to draw down TCGM funds for the Initial Award in accordance with the standards described in the EPA General Term and Condition for the Automated Standard Application Payments (ASAP) and Proper Payment Draw Down during the initial award.